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GREENVILLE CO. S. C.
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LEATHERWOOD, WALKER, TODD & MANN

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OLLIE FANNING WIRTH
R.M.C. TRUST AGREEMENT dated October 3rd 1961, between MAC
KAPLAN (hereinafter referred to in the capacity of donor
as the "Donor") and MAC KAPLAN (herein-
after referred to in the capacity of trustee as "Trustee") and
YVETTE KAPLAN and NATHANIEL V. GREENBERG
(hereinafter collectively referred to as the "First Successor
Trustees").

MAC KAPLAN, as Trustee, hereby declares that
he has received in trust by transfer from himself, as Donor, and
that as Trustee he holds the property described in Schedule A
attached hereto and made a part hereof, such property and all other
property which may hereafter become subject to this Trust to be
held by the Trustee and to be managed and disposed of in accordance
with the provisions of this Agreement.

ARTICLE I

DISPOSITION OF INCOME AND PRINCIPAL

The Trustee shall hold, manage, invest and reinvest the
trust estate and shall collect and receive the interest, income
and profits therefrom for the benefit of the Donor's child,

MARC ISRAEL KAPLAN, (hereinafter sometimes referred to as the
"Beneficiary") upon the following terms:

A. The Trustee may at any time and from time to time
during the term of this Trust, distribute to, or expend for the
benefit of the Beneficiary, until the Beneficiary shall attain the
age of twenty-five (25) years, all or any portion of
the principal of the trust and the current and accumulated income
therefrom, in such amounts and manner as the Trustee shall determine
in his discretion to be required for the support, education, main-
tenance or medical care of the Beneficiary, or to maintain the
Beneficiary's accustomed standard of living. Any amount of income
which the Trustee shall determine not to distribute to or expend
for the benefit of the Beneficiary may be accumulated.